

From: Peter Bombard
To: Microsoft ATR
Date: 1/23/02 7:38pm
Subject: Microsoft Settlement

Dear Sir/Madam:

I am strongly against the proposed settlement with Microsoft.

While I agree that breaking up the company is not the right answer, almost none of what is in this settlement appears to actually remedy the previous behavior of Microsoft or prevent the future repetition of that behavior. This settlement appears to do little more than capitulate to Microsoft while providing only an appearance of remedy.

Unlike the Findings of Fact, the settlement defines "API" (Application Programming Interface) in such a way that Microsoft would be able to avoid full disclosure on the most important APIs they control. The definition in the settlement needs to be returned to the language of the Finding of Fact.

Unlike the Findings of Fact, the settlement defines "Middleware" in such a way that Microsoft would be able to exclude any software from being covered by the definition. The definition in the settlement needs to be returned to the language of the Finding of Fact.

Important software packages from Microsoft that were included in the Finding of Fact are excluded by the settlement, such as Microsoft Office or the full version of Microsoft Outlook. The software packages that were identified in the Finding of Fact as contributing to Applications Barrier of Entry need to be included in the settlement.

The settlement defines a "Windows Operating System Product" to be only Windows 2000 Professional, Windows XP Professional, Windows XP Home and all of their successors. This ignores other versions of Microsoft windows that can be leveraged through their monopoly, as non-Intel hardware is leveraged in the marketplace currently occupied by Windows XP Home.

The settlement does not require any advanced notice of technical requirements, but requires vendors of competing middleware to meet "reasonable technical requirements" seven months before new releases of Windows. Microsoft could then change their requirements shortly before release and not notify said vendors. The settlement needs to require Microsoft to provide vendors with advanced notice of technical requirements, specifically in time for them to achieve the seven month deadline.

The settlement mandates that API documentation for release far too late in the process to be of help to vendors of competing products and certainly not in time for them to meet the seven months prior to release deadline. Vendors need access to this information much sooner. The settlement needs

to require Microsoft to provide vendors with advanced access to API documentation, specifically in time for them to achieve the seven month deadline.

Important APIs and file formats would not be covered by this settlement and would render the utility of such requirements in question without their inclusion. Undocumented file formats are included in the Applications Barrier to Entry in the Findings of Fact and are an important component in Microsoft's ability to maintain their monopoly. The settlement needs to be brought in-line with the findings of fact.

The settlement places unnecessary restrictions on the access of released information by competing vendors and would serve to reduce the resources of any vendor that developed for operating systems other than Microsoft's. The settlement MUST not be used to create further barriers to entry; these restrictions must be eased.

The settlement does nothing to address Microsoft's discrimination against vendors who support non-Microsoft operating systems and in fact allows Microsoft to specifically act against vendors who ship systems with ONLY non-Microsoft operating systems. I believe this is wrong and not in the public's interest. I believe that language specifically protecting the ability of vendors to ship only systems without any Microsoft operating system installed should be included.

The settlement allows Microsoft to discriminate against vendors who ship Open Source Applications. I believe this is wrong and not in the public's interest. I believe that language specifically protecting the ability of vendors to develop for both Microsoft and Open Source applications should be included.

The settlement allows Microsoft to discriminate against vendors who target Windows-Compatible operating systems. Additionally, the settlement allows Microsoft license to restrict end users from using Windows-Compatible operating systems. I believe this is wrong and not in the public's interest. I believe that language protecting the ability of both vendors and end users to work with Windows-Compatible operating systems should be included.

These highlight my major disagreements with the settlement and I hope will suffice to express my concern with the proposal. There is little or nothing that I can find in the document that actually appears to serve to truly remedy the behavior that was identified by the Finding of Fact and upheld by the Court of Appeals. I believe this settlement is bad and does not serve to further the Public interest.

Thank you for your time.

Sincerely,

Peter W. Bombard